
(This Tariff, Kentucky Tariff No. 1 issued by Qwest Interprise America, Inc., cancels and replaces the Tariff issued by U S WEST!NTERPRISE America, Inc., TARIFF KPSC NO. 1 - Telephone, in its entirety.)

Specialized Common Carrier Service

Regulations and Rates

of

Qwest Interprise America, Inc.

This tariff includes the rates, charges, terms and conditions of service for the provision of intrastate communications services by Qwest Interprise America, Inc., a Colorado Corporation ("Interprise" or "Company") between locations in Kentucky.

This tariff applies to intrastate communications services provided as specified herein.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 24 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan D. Bue
SECRETARY OF THE COMMISSION

Issued: September 24, 2001

Effective: October 24, 2001

Issued by:

Carol Kuhnow
Regional Director – Policy & Law
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CHECK SHEET

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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ISSUING CARRIER

Qwest Interprise America, Inc.

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OTHER CARRIERS

None

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

SYMBOLS

- (C) To signify changed listing, rule, or condition; which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but no change in rate, rule, or condition.

ABBREVIATIONS

B8ZS - Bipolar with 8-Zero Substitution; a line coding technique which prevents DS0 and DS1 transmission with 15 consecutive zeros. B8ZS support 64 Kbps clear channel transmission.

DACS - Digital Access Cross Connect.

DS0 - Digital Signal Level 0; a dedicated, full duplex digital channel with line speeds of 56 or 64 Kbps.

DS1 - Digital Signal Level 1; a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isynchronous serial data having a line signal format of either Alternate Mark Inversion (AMI) or Bipolar with 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe (ESF) formats. DS1 Service has the equivalent capacity of 24 Voice Grade or DS0 services.

DS3 - Digital Signal Level 3; a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isynchronous serial data having a line code of bipolar with three zero substitution (B3ZS). Equivalent capacity of 28 DS1 Services.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS, (CONT'D.)

ABBREVIATIONS, (CONT'D.)

CIR - Committed Information Rate.

E1 - European DS1 at 2.048 Mbps.

FRS - Frame Relay Service.

Gbps - Gigabits per second; billions of bits per second.

ICB - Individual Case Basis.

Kbps - Kilobits per second; 1000's of bits per second.

LAN - Local Area Network.

LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49 within which a Local Exchange Company provides communications services.

LEC - Local Exchange Company.

Mbps - Megabits per second; millions of bits per second.

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EXPLANATION OF SYMBOLS AND ABBREVIATIONS, (CONT'D.)

ABBREVIATIONS, (CONT'D.)

PLDI - Private Line Data Interconnect

POP - Point of Presence.

PVC - Permanent Virtual Circuit

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SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff:

Account - A Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

Bit - The smallest unit of information in a binary system of notation.

Bits Per Second (bps) - The number of bits transmitted in a one second interval.

Channel - A path for electrical transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

City - For the purposes of this tariff, the term City denotes a specific geographic area served by the Carrier. A City is typically a metropolitan area and may include one or more adjacent or nearby areas in which the Carrier has network facilities.

Collocation - Carrier facilities and/or equipment located in LEC central offices.

Commission - Alabama Public Service Commission.

Company - Qwest Interprise America, Inc., a Colorado Corporation.

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SECTION 1 – DEFINITIONS, (CONT'D.)

Customer - Any person, firm, partnership, corporation or other entity which uses service under the terms and conditions of this Tariff or other agreement and is responsible for the payment of charges.

Customer Agreement - The mutual agreement between the Company and the Customer for the provision of the Company's service.

Customer Point - Location of the physical location associated with the Customer's communication system.

Dedicated Access - A method for a Customer to directly connect a Customer Point with dedicated (non-switched) service to the Company's network.

End User - Any person, firm, partnership, corporation or other entity which uses the service of the Company under the terms and conditions of this Tariff or other agreement.

Hertz - A unit of frequency equal to one cycle per second.

Holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Intrastate - For the purpose of this Tariff, the term Intrastate applies to the regulatory jurisdiction of services used for communications between locations located in Connecticut.

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SECTION 1 – DEFINITIONS, (CONT'D.)

Point of Presence - The physical location of a carrier's facilities.

Premises - The physical space designated by the Customer for the termination of the Company's service.

Primary LEC Central Office - Primary LEC Central Offices are those which directly serve the Company's network. All other LEC Central Offices are considered to be Secondary and Customer locations served by Secondary LEC Central Offices will incur mileage charges when connecting to the Company network.

Special Access - See Dedicated Access.

Term Agreement - A method of purchasing the Company's services whereby the Customer agrees to purchase service between specific locations for a specified and mutually agreed upon length of time.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Type 1 - An arrangement whereby the Customer or End User location is connected directly to the Company's network.

Type 2 - An arrangement whereby the Customer or End User location is not directly connected to the Company's network.

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SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of Qwest Interprise America, Inc.

The Company's service is furnished to Customers for intrastate communications. The Company's service is available twenty-four (24) hours per day, seven (7) days per week. The Company arranges for installation, operation, and maintenance of the service provided in this Tariff for the Customer in accordance with the terms and conditions set forth in this Tariff.

2.2 Limitation on Service

- 2.2.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- 2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.2 Limitation on Service, (Cont'd.)

2.2.4 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

2.3 Assignment of Transfer

All service provided under this Tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment only shall apply where there is no interruption of the use or location of service. All terms and conditions contained in this Tariff shall apply to all such permitted transferees of assignees, as well as all conditions of service.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.4 Location of Service

Service originates and terminates at locations within Connecticut as specified in the individual product descriptions in this Tariff.

2.5 Use of Service

2.5.1 Service may be used for any lawful purpose by the Customer or by any End User.

2.5.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code provided by the Company. All right, title and interest to such items remain, at all times, solely with the Company.

2.5.3 Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.

2.6 Term Agreement

A Term Agreement allows the Customer to order service with the assurance that, during the period of the Term Agreement, monthly rates for the purchased service will not exceed the levels in effect at the time the service is provided.

The Customer must specify the length of the fixed-period at the time the service is ordered. If a rate decrease or increase occurs during the term of a Customer's Term Agreement, the changed rates will not be applied to existing services of the Customer's agreement.

At the end of the Term Agreement, the Customer may negotiate a new agreement or convert to month-to-month service at the then current rates. If a Customer terminates an agreement prior to its expiration, termination liabilities as specified elsewhere in this Tariff, for the services discontinued, shall apply.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**2.7 Discontinuance and Restoration of Service**

Service continues to be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination.

2.7.1 Cancellation by the Customer

The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination charge applies to early cancellation of a written Term Agreement.

2.7.2 Cancellation by the Company

- a. For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- b. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.7 Discontinuance and Restoration of Service

2.7.2 Cancellation by the Company, (Cont'd.)

- c. For any violation of law or of any of the provisions governing the furnishing of service under this Tariff, the Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- d. For the Company to comply with any order or request of any governmental authority having jurisdiction, the Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**2.7 Discontinuance and Restoration of Service, (Cont'd.)****2.7.3 Restoration of Service**

- a. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it reinstated, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Nonrecurring charges apply to restored service.
- b. Restoration of disrupted services shall be in accordance with Part 64 of the Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

2.8 Cancellation of Application for Service

When the Customer or applicant cancels an application for service prior to the start of installation and/or prior to the start of special construction, no charge applies.

When installation of service has been started prior to the cancellation, a charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges. Installation is considered to have been started when the Company incurs any expense in connection with the Customer order which would not have otherwise been incurred.

2.9 Minimum Period

The minimum period for which service is provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not. The one (1) month minimum applies in addition to Termination Liabilities for a Customer with a Term Agreement.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**2.10 Billing and Payments**

- 2.10.1** The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer shall receive its bill in a paper format. Such bills are due upon receipt. The Company shall bill in advance charges for all services to be provided during the ensuing billing period. Adjustments for the quantities of service established or discontinued during any billing period beyond the minimum period set forth in section 2.9 will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of bill.
- 2.10.2** The Company shall bill for all services rendered within 90 days of the installation date or shall forfeit the right to collect for such charges. The Customer has the right to refuse payment for such charges billed subsequent to the 90 day period. The Company shall adjust any such charges from the Customer's service charges.
- 2.10.3** All bills for service provided to the Customer by the Company are due (payment date) by the next bill date (same day in the following month as the bill date) and are payable in immediately available funds. If such payment due date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the Customer as follows.
- 2.10.4** If such payment due date falls on a Sunday or on a Legal Holiday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday. In no case will bills for service be due less than 15 days from the billing date.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**2.11 Claims and Disputes**

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 120 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter. Disputes between the Company and the Customer which cannot be settled through negotiation may be resolved by Complaint to the Commission or by arbitration. Arbitration shall be referred to the American Arbitration Association (AAA) and conducted pursuant to its Commercial Arbitration Rules. The arbitrator shall have the authority to award compensatory damages solely; such award shall be final and binding and may be entered in any court having jurisdiction thereof. Such arbitration shall be governed by the provisions of the Federal Arbitration Act.

2.12 Payment of Deposits

2.12.1 The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established credit and has no history of late payments to the Company.

2.12.2 A deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.12 Payment of Deposits, (Cont'd.)

2.12.3 At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the service to the Customer.

2.12.4 For the period the deposit is held by the Company, simple annual interest, at the interest rate currently allowed under Commission rules and regulations, will be applied to the deposit beginning 31 days from the date the Customer's deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.

2.13 Inspection, Testing and Adjustment

2.13.1 Upon reasonable notice, the Company may, at any time, without penalty or liability, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the service. The Customer will receive no adjustment for service problems caused due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

2.13.2 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made during the time that the Customer was notified of prior to the release of that service. Thereafter, a credit allowance, as set forth in section 2.16, applies.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**2.14 Interconnection**

- 2.14.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.14.2** Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this Tariff and the other common carrier's Tariffs.
- 2.14.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer. Where there is danger of immediate harm to the Company's network, the Company may disconnect the service without notice.

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SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.15 Liability of the Company

- 2.15.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this Tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.15.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.15.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.15.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 24 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephen D. Bell
SECRETARY OF THE COMMISSION

Issued: September 24, 2001

Effective: October 24, 2001

Issued by:

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kyi0101

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**2.15 Liability of the Company, (Cont'd.)**

2.15.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, end users, or Customers, or by facilities or equipment provided by the Customer.

2.16 Credit for Interruption of Service

2.16.1 Credit shall be allowed for interruption of Type 1 Frame Relay Service (FRS) of more than sixty (60) minutes (continuous) duration, in any one day, for services provided in this Tariff, unless otherwise specified.

The amount to be credited for such interruption shall be 1/30 (1 day) of the monthly rate applicable to the Type 1 FRS interrupted, for each sixty minute segment or fraction thereof that an interruption continues beyond the initial allowable interruption period of sixty (60) minutes. The maximum credit shall not exceed an amount equal to the monthly rate applicable to the Service interrupted.

Credit shall be allowed for interruption of PLDI or Type 2 FRS of more than sixty (60) minutes (continuous) duration, in any one day, for services provided in this Tariff, unless otherwise specified. The amount to be credited for such interruption shall be 1/1440 of the monthly rate applicable to the PLDI or Type 2 FRS interrupted, for each thirty (30) minute segment or fraction thereof that an interruption continues beyond the initial allowable interruption period of sixty (60) minutes.

2.16.2 No credit allowance will be made for Interruptions caused by:

- a. Negligence of the Customer,
- b. Failure of equipment provided by the Customer (or agent),
- c. The Company not being afforded access to the premises where the service is terminated,
- d. Release of the service to the Company for maintenance, to make rearrangements, or for the implementation of an order for a change in service during the time the Customer is notified of prior to the release of that service, and
- e. The Customer electing not to release the service for testing and/or repair and continuing to use it on an impaired basis.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 24 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

Issued: September 24, 2001

Effective: ~~October 24, 2001~~
SECRETARY OF THE COMMISSION

Issued by:

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kyi0101

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)**2.16 Credit for Interruption of Service, (Cont'd.)**

2.16.3 A credit allowance will be made when an interruption occurs because of a failure of any FRS component furnished under this Tariff. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operational.

2.17 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against: Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and all other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, end users, or Customers, in connection with any service or facilities or equipment provided by the Company.

2.18 Obligations of the Customer

The Customer shall be solely responsible, at its own expense, for Customer-provided equipment and services. The Customer shall be solely responsible for the overall design of its services and for any redesigning or rearrangement of its equipment or services which may be required because of changes in Company services, operations or procedures, or changes in the minimum protection criteria or operating or maintenance characteristics of the Customer's equipment or services. The Company will provide reasonable notification to the Customer of any Company-initiated change that may require a change in Customer-provided equipment and services.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 24 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bee
SECRETARY OF THE COMMISSION

Issued: September 24, 2001

Effective: October 24, 2001

Issued by:

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kyi0101

SECTION 2 - TERMS AND CONDITIONS, (CONT'D.)

2.19 Taxes

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this Tariff, and shall be billed as separate line items.

2.20 Determination of Jurisdiction of Mixed Interstate and Intrastate Service

When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows:

If the Customer's estimate of the interstate traffic on the service equals 10% or less of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the this Tariff.

If the Customer's estimate of the interstate traffic on the service is more than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate interstate Tariff.

If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional Tariff within the next full billing cycle. No retroactive rate adjustments will apply to the period prior to the change in the Company's records. Any applicable Term Agreement will be transferred with the jurisdictional change.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 24 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

Issued: September 24, 2001

Effective: October 24, 2001

Issued by:

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SECTION 3 - RATE REGULATIONS

3.1 General

The rates contained in this Tariff are specific for each product or element of service offered by the Company. Special Construction charges may apply to construct facilities at Customer request.

3.2 Standard Pricing Plan Description

3.2.1 Recurring Charges

Recurring Charges are monthly charges applied to services provided within Connecticut.

3.2.2 Nonrecurring Charge

Nonrecurring Charges (NRC) are one-time only charges that apply for the installation of and/or changes to service.

3.2.3 Term Agreements

The Company offers Term Agreements wherein the Customer agrees to retain specified Company services for a mutually agreed upon length of time. Termination liabilities apply for early termination of a Term Agreement.

3.2.4 Termination Liability

The termination liability for services, listed in this tariff, purchased under a Term Agreement will be equal to 100% for the first 12 months of the Term and 50% of the balance of the total remaining payments in the term

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EFFECTIVE

OCT 24 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
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SECRETARY OF THE COMMISSION

Issued: September 24, 2001

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SECTION 3 - RATE REGULATIONS, (CONT'D.)

3.2 Standard Pricing Plan Description, (Cont'd.)

3.2.5 Moves

Moves of service shall be treated in the same manner as Portability, as specified below.

3.2.6 Additions

For service purchased under a Term Agreement, additions of service may be made at the then current rates, in effect at the time of the installation, for the Agreement Term. The term remaining for the agreement shall apply to the service installed, subject to the one (1) month minimum service period.

All applicable nonrecurring charges apply for the service added.

3.2.7 Changes

For service purchased under a Term Agreement, changes to service may be made at the then current rates, in effect on the date the physical changes are made, for the Agreement Term. The term remaining for the agreement shall apply to the service installed, subject to the one (1) month minimum service period.

All applicable nonrecurring charges apply for such changes and if those changes result in a lower monthly billing, a Termination Liability may apply.

3.2.8 Portability

Portability allows services purchased under a Term Agreement to be moved to a different building without incurring Termination Liabilities or establishing new minimum service periods. Under portability, a Customer may choose to move either a portion of or the entire existing service without incurring termination charges, provided the service installed at the new location has a speed and capacity equal to or greater than the speed and capacity of the service removed from the old location.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 24 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan Bue
SECRETARY OF THE COMMISSION

Issued: September 24, 2001

Effective: October 24, 2001

Issued by:

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kyi0101

SECTION 3 - RATE REGULATIONS, (CONT'D.)**3.2 Standard Pricing Plan Description, (Cont'd.)****3.2.8 Portability, (Cont'd.)**

The removal of the service from the old location and installation of the service at the new location must occur within thirty (30) days. For service purchased under a Term Agreement, the term remaining for the service removed shall apply to the service installed at the new location, subject to the one (1) month minimum service period.

The monthly rates for a service at the new location will be the same rates in effect at the time for the old location. All applicable Nonrecurring charges apply for the new service.

3.2.9 Mileage

Charges for all mileage sensitive services are based on the airline distance between the LEC Central Offices which serve the originating and terminating locations of the Customer. Actual distance calculations are performed according to the standard set by the Local Exchange Company in the specific locality.

3.3 Special Pricing Arrangements - Individual Case Basis (ICB)

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction and recurring charges for Company's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the Customer. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer Term Agreements (contracts). Specialized Pricing Arrangement rates or charges will be made available to similarly situated Customers on equal terms and conditions. All such Special Pricing Arrangements must be filed with the Commission for approval.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 24 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

Issued: September 24, 2001

Effective: October 24, 2001

Issued by:

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kyi0101

SECTION 3 - RATE REGULATIONS, (CONT'D.)**3.4 Promotional Offerings**

Periodically, the Company may engage in promotional offerings or demonstrations of its services. Such offerings will be limited to certain dates times and/or locations. The Company may from time to time, waive or vary the rates, terms and charges associated with certain services for promotional, market research, or other similar purposes. In no case shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services. Should participants of a promotional offering, at the end of the promotional period, choose to continue the service, and the Company offers it as a standard tariff offering, the participant(s) shall order the services under the terms and conditions as specified in the tariff.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 24 2001

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

Issued: September 24, 2001

Effective: October 24, 2001

Issued by:

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SECTION 4 - PRIVATE LINE DATA INTERCONNECT SERVICE

4.1 Service Description - General

The Company provides intrastate Private Line Data Interconnect (PLDI) Service with transmission speeds ranging from 56 Kbps to 44.736 Mbps. PLDI Services Customer and the entire useable bandwidth for each service is available to the Customer for his or her exclusive use.

The Interprise network serves a large number of buildings within its serving area. Additional buildings will be added from time to time and are not listed in this tariff. Interprise will provide PLDI service only to those locations which are directly served by the Company's network.

4.1.1 PLDI Credit for Interruption of Service

Credit shall be allowed for interruption of PLDI service of more than two (2) hours duration for services provided in this tariff.

The amount to be credited shall be 1/720 of the monthly rate applicable to the PLDI service interrupted, for each sixty (60) minute segment or fraction thereof that an interruption continues beyond the initial allowable interruption period.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 24 2001

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SECTION 9 (1)

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SECRETARY OF THE COMMISSION

Issued: September 24, 2001

Effective: October 24, 2001

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kyi0101

SECTION 4 - PRIVATE LINE DATA INTERCONNECT SERVICE, (CONT'D.)**4.2 Service Elements**

Private Line Data Interconnect Service allows the Customer to connect two or more locations with private dedicated service at one of a number of transmission speeds.

4.2.1 DS3 Service

DS3 Service is a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isynchronous serial data having a line code of bipolar with three zero substitution (B3ZS). DS3 Service has the equivalent capacity 28 DS1 Services at 1.544 Mbps or 672 DS0 Services at 56 Kbps. DS3 Service is available with an electrical interface.

4.2.2 DS1 Service

DS1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isynchronous serial data having signal format of either Alternate Mark Inversion (AMI) or Bipolar 8 Zero Substitution (B8ZS) and either Superframe (D4) or Extended Superframe formats. DS1 Service has the equivalent capacity of 24 DS0 Services at 56 Kbps.

4.2.3 DS0 Service

DS0 Service is a dedicated full duplex digital channel with a line speed of 56 Kbps.

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OF KENTUCKY
EFFECTIVE

OCT 24 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
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SECRETARY OF THE COMMISSION

Issued: September 24, 2001

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kyi0101

SECTION 4 - PRIVATE LINE DATA INTERCONNECT SERVICE, (CONT'D.)**4.3 Rates****4.3.1 4DS-0 Service**

Channel Termination (two required)

		<u>Nonrecurring</u>	
		<u>Type 1</u>	<u>Type 2</u>
Installation per Channel Term		\$306.00	\$340.00
Inter-Office Mileage		\$ 55.00	\$ 61.00
		<u>Recurring</u>	
		<u>InterOfc Mileage</u>	
		<u>Fixed</u>	<u>Per Mile</u>
<u>Type 1 56/64 Kbps</u>			
Monthly	\$63.00	\$36.00	\$3.69
24 Months	\$58.50	\$32.40	\$3.42
36 Months	\$58.50	\$32.40	\$3.42
60 Months	\$54.00	\$30.60	\$3.15
<u>Type 2 56/64 Kbps</u>			
Monthly	\$70.00	\$40.00	\$4.10
24 Months	\$65.00	\$36.00	\$3.80
36 Months	\$65.00	\$36.00	\$3.80
60 Months	\$60.00	\$34.00	\$3.50

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OF KENTUCKY
EFFECTIVE

OCT 24 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

Issued: September 24, 2001

Effective: October 24, 2001

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kyi0101

SECTION 4 - PRIVATE LINE DATA INTERCONNECT SERVICE, (CONT'D.)**4.3 Rates, (Cont'd.)****4.3.2 DS1 Service**

Channel Termination (two required)

		<u>Nonrecurring</u>	
		<u>Type 1</u>	<u>Type 2</u>
Installation per Channel Term		\$608.00	\$675.00
Inter-Office Mileage		\$284.00	\$315.00
		<u>Recurring</u>	
		<u>InterOfc Mileage</u>	
<u>Type 1</u>	<u>Per Channel Termination</u>	<u>Fixed</u>	<u>Per Mile</u>
Monthl	\$107.10	\$67.50	\$19.80
24 Months	\$103.50	\$58.50	\$16.20
36 Months	\$103.50	\$58.50	\$16.20
60 Months	\$108.00	\$54.00	\$14.40
<u>Type 2</u>			
Monthly	\$119.00	\$75.00	\$22.00
24 Months	\$115.00	\$65.00	\$18.00
36 Months	\$115.00	\$65.00	\$18.00
60 Months	\$113.00	\$60.00	\$16.00

4.3.2 DS3 Service

Channel Termination (two required)

		<u>Nonrecurring</u>	
		<u>InterOfc Mileage</u>	
		<u>Fixed</u>	<u>Per Mile</u>
Installation per Channel Term. - 1st		\$ICB	\$ICB
- Add'l		\$ICB	\$ICB
<u>Per Channel Termination</u>			
\$ICB		\$ICB	\$ICB

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**OCT 24 2001**PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)BY: Stephanie Bell
Effective: October 24, 2001
SECRETARY OF THE COMMISSION

Issued: September 24, 2001

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kyi0101

SECTION 5 - FRAME RELAY SERVICE**5.1 Service Description - General**

The Company provides intrastate long distance Frame Relay Service (FRS) with transmission speeds of 56 Kbps and 1.544 Mbps. All services are generally available from Interprise as specified herein.

5.1.1 Service Description

Employing digital technology, FRS provides high speed access and throughput to and among Local Area Networks (LANs), as well as computers. Utilizing statistical multiplexing, FRS enables users to allocate circuit bandwidth to applications as needed, up to the maximum bandwidth purchased, rather than assigning fixed channels to specific applications. FRS supports transmission speeds up to 1.544 Mbps.

FRS requires the use of Customer terminal equipment that functions as a multiplexer/bridge/router. This terminal equipment must be purchased separately from the FRS and must conform to CCITT and ANSI standards. The terminal equipment accumulates Customer data and puts it into a frame relay format suitable for transmission over the Interprise network.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 24 2001

Issued: September 24, 2001

Issued by:

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PURSUANT TO 807 KAR 5011.
Effective: October 24, 2001
BY: Stephan D. Bell
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kyi0101

SECTION 5 - FRAME RELAY SERVICE, (CONT'D.)**5.2 Service Elements****5.2.1 Network Interface**

The point at which a Customer's data transmissions first enter the network supporting Frame Relay Service is the network interface. It is the point of interconnection between Company communications facilities and Customer terminal equipment.

5.2.2 Access Link

FRS Access Links provide access to Interprise Frame Relay Network, connecting Customer facilities at the network interface, or connecting other Frame Relay networks facilities at the network interface.

Frame Relay uni-directional polling is required on the Access Link when used in conjunction with User-To-Network Information Transfer. Frame Relay bi-directional polling is required on the Access Link when used in conjunction with the Network-To-Network Information Transfer.

5.2.3 Port

Ports are the physical entry points for Access Links and the originating and terminating points for Permanent Virtual Connections. Ports include the electronic equipment used in connecting these service elements to the Interprise Frame Relay Network.

5.2.4 Permanent Virtual Connection (PVC)

A PVC is a logical channel from one Frame Relay Port to another Frame Relay Port within the Interprise network. PVCs are provisioned, with Customer-selected Committed Information Rates (CIRs), on either 56 Kbps Access Links or 1.544 Mbps Access Links, depending on the Customer's data networking requirements. A 56 Kbps Access Link may have up to **30** PVCs, and a 1.544 Mbps Access Link may have up to **125** PVCs.

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OF KENTUCKY
EFFECTIVE

OCT 24 2001

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SECRETARY OF THE COMMISSION

Issued: September 24, 2001

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kyi0101

SECTION 5 - FRAME RELAY SERVICE, (CONT'D.)**5.2 Service Elements, (Cont'd.)****5.2.5 Committed Information Rate (CIR)**

Although FRS statistical multiplexing capabilities allow Customer FRS configurations to have aggregate PVC CIRs which are greater than the associated port speed, the actual throughput of aggregated PVC CIRs in use at any time on the same port cannot exceed the port speed.

A Customer's data throughput may burst up to the Customer's subscribed port speed; however, when data exceeds the CIR, the potential for discard exists. It is recommended that a Customer subscribe to a CIR no greater than half of their port speed; however, due to the nature of a specific Customer's traffic characteristics, a larger CIR can be accommodated, as indicated below.

The Customer's CIR should be closely matched with the Open System Interconnection (OSI) Model or equivalent Application and Network Layer protocols for the data application utilized.

CIR Options For Permanent Virtual Connections:

FRS PORT CIR OPTIONS (Kbps) RECOMMENDED SPEEDS CIRs (Kbps)

56 Kbps	9.6, 16, 24, 28 32, 48
1.544 Mbps	9.6, 16, 24, 32, 48, 56 and 728 and multiples multiples of 56 up to 672; or of 56 up to 1008; or multiples of 64 up to 768 832 and multiples of 64 up to 1024

PUBLIC SERVICE COMMISSION
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EFFECTIVE

OCT 24 2001

PURSUANT TO 807 KAR 5.011,
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SECRETARY OF THE COMMISSION

Issued: September 24, 2001

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kyi0101

SECTION 5 - FRAME RELAY SERVICE, (CONT'D.)**5.3 FRS Rate Elements****5.3.1 Type 1 Service**

A nonrecurring and recurring rate, both based on the speed of the Access Link (56 Kbps or 1.544 Mbps) apply per Access Link for each physical connection to the Company Frame Relay network. The Type 1 Service includes of the following Service Elements, as described above: Access Link, Port, User-To-Network or Network-To-Network Interface (UNI/NNI), Permanent Virtual Connections, and Committed Information Rate.

5.3.2 Type 2 Service

A nonrecurring and recurring rate, both based on the speed of the Access Link (56 Kbps or 1.544 Mbps) apply per Access Link for each physical connection to the Company Frame Relay network. The Type 2 Service includes of the following Service Elements, as described above: Access Link (including portion provided to connect locations off the Company' fiber optic ring), Port, User-To-Network or Network-To-Network Interface (UNI/NNI), Permanent Virtual Connections, and Committed Information Rate.

5.3.3 Mileage (Type 2 Service Only)

A recurring rate for mileage for Type 2 Service, based on the speed of the Access Link, will apply in those instances where the LEC Central Office serving the Customer is not one of the Primary LEC Central Offices serving the Company. Actual distance calculations are based on airline distance between the primary Local Exchange Company's Central Offices serving the Company and secondary (other than Primary) Local Exchange Company's Central Offices serving Customer points to be connected with the Interprise network.

5.3.4 Service Order Charge

A Service Order Charge applies, except as specified elsewhere in this Tariff, for work involved in receiving, recording, transmitting and acting upon Customer requests to connect, move or change services. This would include changes to, or addition of, PVC's. A Service Order Charge does not apply to a Customer initiated requests to: Completely terminate service or to change responsibility for the service.

PUBLIC SERVICE COMMISSION
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EFFECTIVE

OCT 24 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

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Effective: October 24, 2001

Issued: September 24, 2001

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kyi0101

SECTION 5 - FRAME RELAY SERVICE, (CONT'D.)

5.4 Frame Relay Service Rates

Service Order Charge	<u>Nonrecurring</u>
	\$ 75.00

Access Link

Type 1*Nonrecurring*

56 Kbps (per Link)	\$ 420.00
1.544 Mbps (per Link)	\$ 550.00

Type 2

56 Kbps (per Link)	\$ 650.00
1.544 Mbps (per Link)	\$1225.00

Recurring

56 Kbps (per Link)	<u>Type 1</u>	<u>Type 2</u>
Monthly	\$151.00	\$152.00
12 Mos.	\$144.00	\$152.00
24 Mos.	\$130.00	\$152.00
36 Mos.	\$124.00	\$152.00
48 Mos.	\$120.00	\$152.00
60 Mos.	\$110.00	\$152.00

1.544 Mbps (per Link)

Monthly	\$415.00	\$415.00
12 Mos.	\$361.00	\$360.00
24 Mos.	\$336.00	\$360.00
36 Mos.	\$305.00	\$360.00
48 Mos.	\$300.00	\$360.00
60 Mos.	\$290.00	\$360.00

* Nonrecurring Charges for the installation of Type 1 Service shall be waived for a Customer who signs a Term Agreement of 36 months or longer for that Service. The waiver will apply to the installation of new Type 1 Service within the time period covered by the Term Agreement.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

OCT 24 2001

Issued: September 24, 2001

PURSUANT TO 807 KAR 5.011,
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SECTION 5 - FRAME RELAY SERVICE, (CONT'D.)**5.4 Frame Relay Service Rates, (Cont'd.)**

Mileage (Mileage Charges apply to Type 2 services for Customer locations where the Company will incur mileage charges from the LEC to provide service.)

	<u>Fixed</u>	<u>Per Mile</u>	<u>Nonrecurring</u>
56 Kbps (per Link)			
Monthly	\$40.00	\$ 4.00	N/A
12 Mos.	\$40.00	\$ 4.00	N/A
24 Mos.	\$40.00	\$ 4.00	N/A
36 Mos.	\$40.00	\$ 4.00	N/A
48 Mos.	\$40.00	\$ 4.00	N/A
60 Mos.	\$40.00	\$ 4.00	N/A
1.544 Mbps (per Link)			
Monthly	\$90.00	\$26.00	N/A
12 Mos.	\$90.00	\$26.00	N/A
24 Mos.	\$90.00	\$26.00	N/A
36 Mos.	\$90.00	\$26.00	N/A
48 Mos.	\$90.00	\$26.00	N/A
60 Mos.	\$90.00	\$26.00	N/A

PUBLIC SERVICE COMMISSION
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EFFECTIVE

OCT 24 2001

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

Issued: September 24, 2001

Effective: October 24, 2001

Issued by:

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kyi0101

SECTION 6 - TRANSPARENT LAN SERVICE**6.1 Service Description - General**

Transparent LAN Service (TLS) is a high speed (4, 10 or 16 Mbps), shared fiber optic transport service for the interconnection of Local Area Networks (LANs). TLS serves as a basic LAN extension for either Token Ring or Ethernet LANs. TLS provides a virtual private circuit that utilizes public transport.

The electrical signals provided by TLS at the network interface (NI) meet IEEE 802.3 and/or IEEE 802.5 requirements. These signals are put onto fiber optic facilities for transport to the Company's network management equipment.

At the Company equipment location, the network management information is used to maintain the network performance and integrity. Information such as bit error rate, broadcast retries, and circuit failures are passed to network monitoring equipment for analysis. The LAN signal is then forwarded to the opposite end of the link, where a mirror image of the process takes place. The service is bi-directional, providing interconnection on both directions. Time Division Multiplexing (TDM) separates Customer data via time slots and allows multiple Customers to share the same transport facilities.

6.2 Service Elements**Data Link**

The Data Link provides the connection from a Customer's terminal equipment, at the network interface, to the Company's network supporting TLS. A Data Link includes a network interface, the Network Node, and the related fiber optic facility. A Customer may select a 4 or 16 Mbps Data Link for Token Ring, or a 10 Mbps Data Link for Ethernet.

Network Interface

A network interface is the point of interconnection on a Customer's premises between Company communications facilities and Customer terminal equipment.

Network Node

The Network Node is a piece of electronic equipment that services as a multiplexer and converts the electrical signal presented by the LAN to optical signals.

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OF KENTUCKY
EFFECTIVE

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BY: *Stephan D. Bell*
Effective: ~~October 24, 2001~~
SECRETARY OF THE COMMISSION

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SECTION 6 - TRANSPARENT LAN SERVICE, (CONT'D.)**6.2 Service Elements, (Cont'd.)****Mileage**

Mileage is based on the airline mileage between the Customer's premises and the LEC serving wire center, and is calculated as specified in Section 3.2.9 of this tariff preceding. Mileage applies in addition to the Data Link to provide Customer connectivity to the Company network.

Information Transfer

Information Transfer is the transmission of data between Customer-designated locations at the network interfaces.

6.3 Optional Features and Functions**Interface Redundancy**

Interface Redundancy provides a back-up interface for either a Token Ring or ethernet Data Link interface.

If a Data Link interface fails, and Interface Redundancy of the same service type has been purchased, the Interface Redundancy will become the acting Data Link interface; e.g., if a 16 Mbps Data Link interface fails, a 16 Mbps Interface Redundancy would provide hot back-up. A single Interface Redundancy may be used to back up one or more similar Data Link interfaces at the same location, but it can only provide hot back-up to one interface at a time.

6.4 General Terms and Conditions

In addition to the terms and conditions specified previously in this tariff, the terms and conditions in following also apply for Transparent LAN Service.

- a. The number of Data Links in a multipoint arrangement is limited by the technological capabilities of the Network Node. There can be no more than 15 Data Links in a multipoint arrangement.
- b. TLS utilizes public, shared transport to provide a virtual private circuit arrangement. A non-shared TLS arrangement is not available.

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EFFECTIVE

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OCT 24 2001
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PURSUANT TO 807 KAR 5011,
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SECTION 6 - TRANSPARENT LAN SERVICE, (CONT'D.)

6.4 General Terms and Conditions, (Cont'd.)

- c. TLS can only be provided where fiber optic facilities and equipment are available.
- d. For TLS equipment, space furnished by the Customer will be secured by the Company. This space must be accessible exclusively to the Company.
- e. The actual facility mileage for a TLS circuit, including the distance between the Customer's premises and the service point for the premises and the distance between service points, if applicable, is dependent upon the TLS technology deployed. The maximum TLS circuit distance is 150 miles.
- f. The electrical signals for TLS are in conformance with the requirements specified in the Institute of Electrical and Electronic Engineers (IEEE) standards 802.3 and 802.5, as filed with the Commission.

6.5 Rate Regulations

- a. The initial order for a Transparent LAN Service (TLS) must be for a fixed service period of one, two, three, four or five years. At the end of the initial service period, which is 12 months for TLS, a Customer may elect the month-to-month option or any of the service periods specified preceding.
- b. A subsequent order to add any TLS service element or optional feature to an existing Transparent LAN Service must be for a fixed-period on one, two, three, four or five years or for the remainder of the Customer's existing fixed-period service agreement. The minimum service period for additional TLS service elements or optional features is 12 months.
- c. The termination liability for TLS services purchased under a Term Agreement will be equal to 50% of the balance of the total remaining payment in the term. The termination liability is in addition to the twelve (12) month minimum service period specified for the service.

PUBLIC SERVICE COMMISSION
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EFFECTIVE

OCT 24 2001

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PURSUANT TO KRS 246.010,
Effective October 24, 2001,
SECTION 9 (1)
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SECTION 6 - TRANSPARENT LAN SERVICE, (CONT'D.)

6.6 Rate Elements

- a. Data Link
- b. A Nonrecurring charge and a monthly rate apply for each Data Link.
- c. Ethernet Data Link Extension

Where Company has facilities and available capacity for an Ethernet Data Link, but the Data Link is greater than 3 miles but less than or equal to 10 miles from the Customer's LEC serving wire center (in airline miles), then the Ethernet Data Link Extension charge will apply in addition to the Data Link and mileage charges. Customer locations that extend beyond 10 miles for Ethernet Service or involve significant build out will be dealt with on an ICB basis for pricing.

- d. Mileage

A Recurring monthly rate will apply for the airline mileage distance between the Customer location and the serving LEC central office, rounded to the nearest mile.

6.7 Optional Features And Functions

- a. Interface Redundancy

A nonrecurring charge and a monthly rate applies for each Interface Redundancy feature.

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OF KENTUCKY
EFFECTIVE

OCT 24 2001

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SECTION 9 (1)

BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

Issued: September 24, 2001

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SECTION 6 - TRANSPARENT LAN SERVICE, (CONT'D.)**6.8 Rates and Charges - General**

Service Order Charge	<u>Nonrecurring</u>	\$75.00
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Per Customer request for work ordered to be completed at the same time on the same premises.

a. Data Links

Per Data Link

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
Month-to-Month		
Token Ring 4 Mbps	\$900.00	\$790.00
Ethernet 10 Mbps	\$900.00	\$750.00
Token Ring 16 Mbps	\$900.00	\$810.00
1-Year		
Token Ring 4 Mbps	\$900.00	\$790.00
Ethernet 10 Mbps	\$900.00	\$750.00
Token Ring 16 Mbps	\$900.00	\$810.00
2-Year		
Token Ring 4 Mbps	\$900.00	\$754.38
Ethernet 10 Mbps	\$900.00	\$717.75
Token Ring 16 Mbps	\$900.00	\$774.18
3-Year		
Token Ring 4 Mbps	\$900.00	\$741.05
Ethernet 10 Mbps	\$900.00	\$705.06
Token Ring 16 Mbps	\$900.00	\$760.50
4-Year		
Token Ring 4 Mbps	\$900.00	\$690.56
Ethernet 10 Mbps	\$900.00	\$670.56
Token Ring 16 Mbps	\$900.00	\$708.66

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EFFECTIVE**OCT 24 2001**PURSUANT TO 807 KAR 5011,
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SECTION 6 - TRANSPARENT LAN SERVICE, (CONT'D.)**6.8 Rates and Charges - General, (Cont'd.)****a. Data Links, (Cont'd.)**

Per Data Link, (Cont'd.)

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>
5-Year		
Token Ring 4 Mbps	\$900.00	\$670.63
Ethernet 10 Mbps	\$900.00	\$651.20
Token Ring 16 Mbps	\$900.00	\$688.20

b. Ethernet Data Link Extension Per Ethernet Data Link more than 3 miles from the serving LEC C.O.Monthly Rate

Month-to-Month	\$210.00
1 Year	\$210.00
2 Year	\$201.96
3 Year	\$198.39
4 Year	\$183.53
5 Year	\$178.53

c. Mileage

Ea. 1/2 MILE

Per 1/2 Mile to the LEC Serving Wire Center (Minimum of 1/2 Mile)

Month-to-Month	\$ 60.00
1 Year	\$ 60.00
2 Year	\$ 60.00
3 Year	\$ 60.00
4 Year	\$ 60.00
5 Year	\$ 60.00

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